

Date: _____

Licensor: _____

Address: _____

Materials: _____

MATERIALS RELEASE

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the above referenced Licensor irrevocably grants to Paramount Pictures Corporation ("Producer"), the non-exclusive right to photograph, record, reproduce or otherwise use (and authorize its subsidiaries, affiliated companies, successors, assigns and licensees the right to use) the products, trademarks, trade names, logos, photographs, copyrighted material and/or other materials described above (collectively, the "Materials") in and in connection with the production, exhibition, exploitation, advertising and promotion of the motion picture tentatively entitled SONIC 3 (the "Picture"), throughout the universe, in perpetuity, in all media and by all means now known or hereafter devised.

The rights granted to Producer herein include the right to use clips, excerpts or stills from the Picture which may contain the Materials in any other motion picture, publication, television program or other programs or films, (including without limitation in DVD bonus materials, "making of" and "behind the scenes" programs).

Nothing contained herein shall require Producer to use the Materials in or in connection with the Picture. Producer shall be the sole owner of the Picture and all rights therein for all purposes in perpetuity. Producer acknowledges that its use of the Materials will not affect Licensor's continued copyright ownership of the Materials.

Licensor represents and warrants that Licensor is the copyright owner of the Materials (or the authorized agent of the owner) and has the full right and authority to enter into this agreement and that the consent of no other person, firm, corporation, or labor organization is required to enable Producer to use the Materials as described herein, and that such use will not violate or infringe upon the rights of any third parties. Licensor agrees to indemnify Producer from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, resulting from any breach of the agreements, representations and warranties made by Licensor hereunder.

Producer shall be entitled to assign any or all of this agreement and/or any or all of its rights to any entity.

Licensor's sole remedy for a breach of this agreement by Producer is an action at law for money damages. Licensor shall not have the right to seek to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Picture or its advertising or publicity.

This agreement shall be governed by the laws of the State of California applicable to agreements which are executed and performed therein.

This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

Accepted and Agreed:

LICENSOR

By: _____

Name: _____

Title: _____